



300 S. Plumosa St.  
Merritt Island, FL 32952  
Telephone: 321-455-9400  
Email: [BusinessServices@launchcu.com](mailto:BusinessServices@launchcu.com)

## **BUSINESS REMOTE DEPOSIT CAPTURE (BRDC) SERVICE ADDENDUM**

THIS BUSINESS REMOTE DEPOSIT CAPTURE (BRDC) SERVICE (hereinafter, this "Agreement" or these "Terms and Conditions") is made by and between Launch Credit Union ("Launch") and the undersigned corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the "Member"). This Addendum applies to all Business Remote Deposit Capture Services made available by Launch Credit Union to Member pursuant to this Agreement (hereinafter the "Service"). Unless otherwise defined herein, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations. In addition to this Agreement, your accounts are also governed by our Business Membership and Account Agreement and our Business Fee Schedule (together, the "Deposit Agreement"). In the event of a conflict, the terms and conditions of this Agreement shall supersede the terms and conditions of the Deposit Agreement with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement. Member agrees to the following terms and conditions:

### **Services**

The Services are designed to allow you to make deposits to your checking or savings accounts from remote locations by scanning checks and delivering the images and associated deposit information to Launch or Launch's designated processor. Please refer to our Business Fee Schedule for any charges associated with the Services.

### **Cut-off Times**

Deposits received by the daily cutoff time of 5:00 pm ET will be credited the same day. Deposits received after the daily cutoff time or on a non-business day will be considered a deposit made on the next business day.

### **Acceptance of these Terms**

Your use of the Services constitutes your acceptance of these Terms and Conditions, which are subject to change from time to time. We will notify you of any material change pursuant to your previously selected communication mode (i.e. electronically, paper, etc.). Your continued use of the Services indicates your acceptance of the revised Terms and Conditions. Further, Launch reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

### **Limitations of Service**

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

### **Eligible items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Launch shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn or missing a necessary endorsement.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Launch's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Launch account.
- Checks previously deposited at Launch.

### **Image Quality**

The image of an item transmitted to Launch using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

### **Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Services as "For remote deposit only, or as otherwise instructed by Launch. You agree to follow any and all other procedures and instructions for use of the Services as Launch may establish from time to time.

### **Receipt of Items**

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Launch that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.

### **Availability of Funds**

If an image you transmit through the Services is received and accepted before 5 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. You agree, however, that items transmitted using the Services are not subject to the funds' availability requirements of Federal Reserve Board Regulation CC. Launch may hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as creditworthiness, the length and extent of your relationship with Launch, transaction and experience history, and such other factors as Launch, in its sole discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, Launch will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to Launch, or the deposit is made, whichever is later.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from Launch that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and retain the item in a secure manner for 60 days and then properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Launch as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Launch's audit purposes.

**Deposit Limits:** We reserve the right to impose limits on the amount(s) and/or the number of deposits that you transmit using the Services and to modify such limits from time to time.

**Hardware and Software:** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Launch from time to time. Please refer to the current hardware and software specifications. Launch is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

**Errors:** You agree to notify Launch of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Launch account statement is sent to you. Unless you notify Launch within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Launch for such alleged error.

**Presentment:** The manner in which the items are cleared, presented for payment, and collected shall be in Launch's sole discretion and is subject to the Deposit Agreement governing your account.

**Ownership & License:** You agree that Launch retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services: (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to Launch's business interests; or, (iii) to Launch's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with these Terms and Conditions.

You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**Disclaimer of warranties:** You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services: (i) will meet your requirements; (ii) will be uninterrupted, timely, secure, or error-free; (iii) results that may be obtained will be accurate or reliable; or, (iv) errors, if any, will be corrected.

**Limitation of liability:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Launch has been informed of the possibility thereof. Without in any way limiting the foregoing, you agree we shall not be liable for any damages other than those caused solely and directly by our gross negligence or willful misconduct and our liability shall in no event exceed the lesser of your actual damages or the total in fees you paid for the use of the Services during the six-month period prior to the supposed act of gross negligence or willful misconduct.

#### **User warranties and indemnification:**

You represent and warrant to Launch that:

- You and any user you authorize will use the Services only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- You will use the Services to transmit and deposit images of eligible Items only and will handle Items as agreed herein.
- You are a person authorized to enforce each item transmitted through the Services or are authorized to obtain payment of each such item on behalf of a person entitled to enforce the item.
- Items submitted for deposit through use of the Services are valid items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- Items transmitted through the Services have not been altered.
- Each item transmitted through the Services bears all required and authorized endorsements.
- Each item transmitted through the Services has been endorsed as "For remote deposit only, Launch account #".
- You make all of the warranties set forth in Section 4-207 of the Uniform Commercial Code with respect to each item transmitted through the Services.
- All images of items transmitted through the Services accurately and legibly represent all of the information on the front and back of the Item.
- You will not use the Services to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account

holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (viii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.

- No depository financial institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- You will use the Services in the manner required by this Agreement.
- All information you provide to us is accurate and true.
- You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service.

You agree to indemnify and hold harmless Launch from any loss for breach of this warranty provision.

**Termination:** We may terminate or suspend the Services, or your use of the Services, immediately and at any time with or without notice to you. You may terminate your use of the Services at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time within which to act upon it. Notwithstanding termination, any image transmitted through the Services shall be subject to this Agreement.

**Severability:** Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

**Entire Agreement:** This Agreement and the Deposit Agreement contain the entire agreement between the parties relating to the subject matter addressed herein, and supersede any prior or contemporaneous understandings or agreements, whether oral or written, between the parties regarding the subject matter contained herein.

**Headings:** The headings preceding the text of the sections and subsections of this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

**Assignment:** This Agreement shall not be assigned or delegated by you without the prior written consent of Credit Union.

**Governing Law:** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. You and we agree any legal action related to this Agreement shall be filed and heard in Brevard County, Florida, except as prohibited by applicable law.